IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
QUALITY INFUSION CARE, INC.,	§	**Case No. 10-36675-H4-7**
	§	
Debtor.	§	

EMERGENCY APPLICATION FOR AUTHORITY TO EMPLOY MED-PROVIDER SOLUTIONS, INC. AS COLLECTION AGENT PURSUANT TO 11 U.S.C. § 328(a)

THIS APPLICATION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.

EMERGENCY RELIEF HAS BEEN REQUESTED. IF THE COURT CONSIDERS THE MOTION ON AN EMERGENCY BASIS, THEN YOU WILL HAVE LESS THAN 21 DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU SHOULD FILE AN IMMEDIATE RESPONSE.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

To the Honorable Jeff Bohm,
United States Bankruptcy Judge:

Randy Williams, chapter 7 trustee for Quality Infusion Care, Inc. ("QIC"), (the "Trustee") files this Emergency Application for Authority to Employ Med-Provider Solutions, Inc. ("MPS") as Collection Agent pursuant to 11 U.S.C. § 328(a).

Nature of the Trustee's Motion

1. The Trustee seeks authority to employ MPS to collect the Estate's outstanding medical receivables on a contingency fee basis. In reaching his decision, the Trustee has

consulted with the three parties asserting an interest in the receivables. Concurrent with this Application, the Trustee is filing a motion to approve a settlement procedure under Rule 9019(b) to allow MPS to effectively perform its contemplated role in negotiating and settling with insurance companies and other obligated parties.

Request for Emergency Consideration

2. The Trustee seeks emergency consideration of this motion. Without immediate action by skilled personnel, the value of the estate's receivables could quickly diminish and essential documentation could disappear. MPS has advised the Trustee that they are prepared to mobilize immediately and commence working on the estate's receivables.

Brief Background

3. QIC filed a voluntary chapter 11 case on August 5, 2010. The Court appointed the Trustee as the chapter 11 trustee in the case by Order dated September 27, 2010. The QIC case was converted to a chapter 7 case on January 21, 2011.

4. QIC's largest asset is its receivables. These receivables are comprised primarily of claims against third-party insurance companies for charges incurred by QIC's patients. QIC previously valued its receivables at amounts up to $100,000,000. As previously stated, the Trustee believes this amount is grossly overstated. The Trustee has received current estimates of between $8 and $12 million.

5. QIC never had sufficient staffing to collect its receivables. Since his appointment, the Trustee recognized the need to engage a third-party professional to take over the collection process. The Trustee also believes immediate action is required to preserve the value of these claims. Accordingly, the Trustee has solicited proposals and consulted with the major creditors asserting an interest in the receivables. After evaluating the various proposals and considering

the input received from creditors, the Trustee elected to employ MPS on a contingency fee basis to collect QIC's receivables.

Request to Employ MPS

6. The Trustee seeks to employ MPS as collection agent on a contingency fee basis pursuant to 11 U.S.C. § 328(a) to collect the estate's medical receivables. Attached as **Exhibit 1** is the proposed agreement with MPS. The proposed contingency fee schedule as set forth in the agreement is as follows:

- The first $5,000,000 in total collections - 16%
- From $5,000,001 to $8,000,000 in total collections - 25%
- Amounts greater than $8,000,000 in total collections - 50%

7. MPS maintains offices at 9330 Lyndon B. Johnson Freeway, Suite 1000, Dallas, Texas 75243. MPS's telephone number is (214) 692-6666. MPS's fax number is (214) 692-6670.

8. Except as disclosed in its accompanying affidavit, MPS has no other connection with the Debtor, its creditors, any other parties in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States Trustee and is a "disinterested person" within the definition of Section 101(13) of the Bankruptcy Code.

9. The Trustee believes that the employment of MPS is the best available option to maximize the value of the estate's receivables. The Trustee further believes that a contingency arrangement is the only appropriate fee arrangement under the circumstances present in this case.

10. Accordingly, the Trustee requests the Court to authorize the employment of MPS as collection agent as set forth above and to grant such other relief as is just and equitable.

Dated: January 25, 2011.

Porter Hedges LLP

By: /s/ David R. Jones (ECF)
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1000 Main Street, 36th Floor
Houston, Texas 77002
(713) 226-6000
(713) 228-1331 (fax)
Attorneys for the Trustee

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was duly served by United States first class mail to all parties listed on the attached Service List and by electronic transmission to all registered ECF users appearing in the case on January 25, 2011.

/s/ David R. Jones (ECF)
David R. Jones

CERTIFICATION

I hereby certify that, to the best of my knowledge, all statements in this Application are true and correct.

/s/ David R. Jones (ECF)
David R. Jones

EXHIBIT 1

COLLECTION SERVICE AGREEMENT

This Collection Service Agreement ("**Agreement**") is entered into by and between Med-Provider Solutions, Inc. ("**Manager**") and Quality Infusion Care ("**Client**") on this 25th day of January, 2011, under the following terms and conditions:

WHEREFORE Client desires to retain Manager for the purpose of:

- Collecting Client's outstanding account receivables (the "**Receivables**")
- Insurance Pre-Authorization on all required services
- Save all documents electronically on central server
- Provider Monthly accounting on Collection activity

WHEREFORE Manager will perform the obligations provided herein as an independent contractor, not as an employee of Client.

WHEREFORE the sole compensation to be paid to Manager for services performed under this Agreement will be sixteen percent (16 %) (the "**Fee**") of the gross amount of any and all Receivables collected within the range of $1 - $5,000,000. 25% (Fee) of Receivables collected within the range of $5,000,001 - $8,000,000. 50% (Fee) of Receivables for every dollar collected above $8,000,000.

NOW THEREFORE, Manager and Client make this Agreement under the following additional terms:

1. **COSTS AND EXPENSES:** The Manager will bear its own costs and expenses incurred in performing the obligations under this Agreement.

   Client acknowledges and agrees that it may become necessary for Manager to retain counsel in order to collect the Receivables in the advanced levels of appeals. An attorney will not be retained without the prior written authorization of the Trustee and the approval of the U.S. Bankruptcy Court.
2. **GRANT OF AUTHORITY:** Client hereby grants Manager full authority to collect the Receivables in Client's name and to represent to any and all individuals or entities who are responsible for payment of the Receivables, that Manager is an authorized agent of Client for the purposes of collecting the Receivables, only.
3. **SETTLEMENT AUTHORITY:** Client hereby grants Manager the express authority to negotiate and compromise any Receivable by an amount up to fifty percent (50%) of the gross Receivable without any additional authorization from Client. If in Manager's judgment it deems it reasonable to compromise a Receivable in an amount above fifty percent (50%), it is hereby understood and agreed that Manager must first obtain authorization from Client.
4. **TERMINATION:** Either party may terminate this Agreement by providing the other party with a thirty (30) day written notice of termination. In the event of termination, Client agrees that Manager will be paid its Fee for an additional (180) days after the agreement is terminated. Payment will continue to be made on the fifteenth (15th) on each subsequent month after termination until (180) days are complete. This payment will be based on the amount of checks received for the Client from the pervious month. Upon termination, Med Provider Solutions will return all client files in its possession as well as any work papers.
5. **TESTIMONY:** Upon request by Manager, Client agrees to provide testimony at any proceeding wherein Manager is seeking the collection of a Receivable.

6. **DOCUMENTS:** Client agrees to provide Manager with, and full access to, any and all documents Manager deems necessary to effectuate collection of the Receivables. By way of example, such documentation would include, but not limited to medical records, billing records, and insurance information. Some records maybe stored in an off site record storage facility either by hard copy or electronic soft copy. Client agrees to provide Manager all off site record storage systems.

   Client agrees to provide Manager complete access to Practice Management software and computer server system. Client agrees to provide Manger access to current employees whose job duties involve Billing, Collection, and Medical Records for a total of 30 days after this agreement has been executed at Client's sole expense.

   Manager agrees to provide Client a Monthly Activity Report that includes amounts billed, collected monies, total accounts receivables.

7. **DISTRIBUTION OF FEE:** On the fifteenth (15th) of each month, Client will issue payment to Manager, representing Manger's percentage (Fee) share of the collected Receivable of the previous month's total.

8. **RECEIPT OF RECEIVABLES:** All collected Receivables are to be deposited into an agreed upon third party bank account via a bank "Lock Box". The "Lock Box" will allow for both Manager and Client to view daily deposit information via a secured Internet site. Client hereby authorizes Manager to receive payment of the Receivables from all third-party debtors. It is further agreed and understood that despite Manager's best efforts, there will be those occasions wherein payment of a Receivable will be made payable directly to Client and/or sent directly to Client by a third-party debtor. In the event Client receives payment of a Receivable, Client agrees to immediately deposit check into agreed third party bank account and notify Manager of the payment and agrees to provide copies of checks and any and all insurance correspondence.

9. **ESTABLISHMENT OF MEDICAL NECESSITY:** Client will provide Manager with any requested documentation of causation or medical necessity for the purposes of preauthorization and or collections. Client will provide telephonic peer- to-peer with insurance carrier and/or telephonic testimony at the request of Manager for the purposes of preauthorization and or collections.

10. This Agreement is subject to review and approval by the U.S. Bankruptcy Court for the Southern District of Texas. Any disputes arising out of or related to this Agreement will be resolved by the U.S. Bankruptcy Court for the Southern District of Texas.

Signature Page Follows:

BY SIGNING BELOW THE PARTIES AGREE TO THE ABOVE TERMS

BY: ______________________ 1/25/2011
Representative of Med-Provider Solutions, Inc. Date
Manager NAT MANGUM, CEO

BY: ______________________ ______________________
Randy Williams, Trustee Date
Quality Infusion Care

Client

Service List

APC, Inc.
Law Offices of Daniel B. Nelson
7322 Southwest Freeway
Houston, Tx 77074

Compass Bank
c/o Jackson Walker L.L.P.
1401 McKinney, Suite 1900
Houston, TX 77010

Green Bank
c/o Brown McCarroll
111 Congress Avenue, Suite 1400
Austin, TX 78701

Pamela Rose
2930 Commerce Business Dr. #1125
Stafford, Texas 77477

Quality Infusion Care, Inc.
6300 Richmond Avenue, Suite 333
Houston, TX 77057

Republic Bank, Inc.
1560 South Renaissance Towne Drive, #260
Bountiful, UT 84010

San Felipe East, LLC
c/o Lawrence J. Maun
4545 Mt. Vernon Street
Houston, TX 77006

Tow & Koenig, PLLC
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The Woodlands, TX 77380

Varilease Finance, Inc.
c/o Wauson & Associates, P.C.
One Sugar Creek Ctr. Blvd, Suite 880
Sugar Land, TX 77478

Wells Fargo Bank, N.A.
c/o Langley & Banack, Inc.
745 E. Mulberry, Suite 900
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Albany, NY 12211

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Midland, TX 79706

Access Medical USA
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Adam C. Toosley, Clark Hill PLC
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Chicago, IL 60601

Admiral Linen & Uniform Service
2030 Kipling
Houston, TX 77098-9869

Aetna-U23S
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Blue Bell, PA 19422

Airgas Southwest
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The Woodlands, TX 77380

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Chatsworth, CA 91311

Allscripts-Misys Healthcare Solutions, I
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Chicago, IL 60654

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Roseville, Mn 55113

Ambit Energy
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Dallas, TX 75202

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Amtec Medical, Inc.
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BMW Bank of North America
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Fort Worth, TX 76101

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Richardson, TX 75080

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Urbandale, IA 50323

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Austin, TX 78754

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Houston, Texas 77002-1776

Coastal Staff Relief, Inc.
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Lake Jackson, TX 77566

Coca-Cola Enterprises
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College of American Pathologists
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CuraScript SD
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Emdeon Business Services
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Home Health Care Logistics, Inc.
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Home Health Care of Huntsville
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